

Exhibit A

ADMINISTRATIVE LAW JUDGE AGREEMENT OF 2018

THIS ADMINISTRATIVE LAW JUDGE AGREEMENT OF 2018 (“this Agreement”) dated as of December 29, 2017 by and among FEDERAL DEPOSIT INSURANCE CORPORATION, a government corporation of the United States of America (“FDIC”), BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM (“Board”), OFFICE OF THE COMPTROLLER OF THE CURRENCY (“OCC”) and NATIONAL CREDIT UNION ADMINISTRATION (“NCUA”; NCUA and all of the foregoing, collectively, the “Agencies”).

WHEREAS, Section 916 of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (Pub. L. No. 101-73, 103 Stat. 183, 486-487) required that the Agencies and the Office of Thrift Supervision (“OTS”) jointly establish their own pool of administrative law judges to serve them;

WHEREAS, in order to satisfy such statutory requirement, the Agencies entered into an Interagency Administrative Law Judge Agreement dated May 15, 1991, which agreement was amended by Amendment No. 1 dated January 19, 2007 (such agreement, as amended, the “Prior Agreement”), establishing the Office of Financial Institution Adjudication (the “Office”) and providing for a pool of administrative law judges serving the Agencies and OTS (such judges, as they may change from time to time, including their respective administrative staffs, the “Office Staff”);

WHEREAS, under the Prior Agreement, OTS, as “host agency”, had the responsibility of providing office space and various office services for the Agencies and OTS and, pursuant to letter agreement dated December 19, 2007, had contracted with FDIC to provide those services;

WHEREAS, Title III of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203, H.R. 4173) (“Dodd-Frank”), among other things, transferred OTS’s existing responsibilities among the Board, OCC and FDIC effective July 21, 2011;

WHEREAS, the Agencies and OTS therefore entered into an Amended and Restated Administrative Law Judge Agreement dated July 21, 2011 (the “Amended Agreement”), superseding the Prior Agreement, under which, among other things (i) OTS transferred and FDIC accepted, as of July 21, 2011, OTS’s responsibility, as “host agency”, for providing employment, office space and services for the Office Staff, and (ii) the Agencies set forth a new methodology for the sharing among them of various costs associated with the Office Staff; and

WHEREAS, the Amended Agreement will expire on December 31, 2017 and the Agencies wish to enter into a new agreement in order (among other reasons) to continue their arrangements with respect to the sharing of various costs associated with the Office Staff beyond such expiry date.

NOW THEREFORE, to reflect the mutual understandings and commitments of the Agencies, it is agreed among the Agencies as follows:

1. **Definitions.** The following capitalized terms shall have the meanings set forth below:

“Agencies”—means FDIC, OCC, the Board and NCUA.

“Agreement”—means this Agreement.

“Amended Agreement”—shall have the meaning given it in the fifth “Whereas” clause above.

“Costs”—shall have the meaning given it in Paragraph 5 hereof.

“Direct Costs”—means the costs of travel and court reporters associated with a particular Agency’s administrative proceedings, together with any other costs and expenses directly attributable thereto (excluding salaries and benefits of the Office Staff).

“Dodd-Frank”—shall have the meaning given it in the fourth “Whereas” clause above.

“Effective Date”—means January 1, 2018.

“Equipment and Services”—shall have the meaning given it in Paragraph 4(b) hereof.

“Fiscal year” means the period from October 1 to September 30.

“Fixed Costs”—means the fixed costs and expenses of the Office and the Office Staff, including, without limitation, Rent, and general and administrative costs and expenses not attributable to any particular Agency, including, without limitation, certain payroll, benefit, administrative and general costs and expenses such as leave, training, continuing legal education, and other general and administrative costs and expenses of the Office and the Office Staff (including time spent by Office Staff other than time spent on a particular Agency’s administrative proceedings).

“Host Agency”—means FDIC in its capacity as Host Agency under this Agreement.

“Office”—shall have the meaning given it in the second “Whereas” clause above.

“Office Staff”—shall have the meaning given it in the second “Whereas” clause above.

“Office Staff Space”—shall have the meaning given it in Paragraph 4(a) hereof.

“Rent”—shall have the meaning given it in Paragraph 4(c) hereof.

“Variable Costs”—means all payroll and benefit costs of the Office Staff, but excluding any payroll, benefit and administrative costs and expenses which constitute Fixed Costs.

2. **Responsibility for Office Staff.** As of the Effective Date, FDIC shall be the Host Agency under this Agreement and shall be responsible for the employment of the Office Staff and for providing office space and office services to the Office Staff in the Host Agency’s Virginia Square facility, as more particularly described in Paragraph 4(a), or elsewhere as may become necessary or desirable at a later date. Without limiting the generality of the foregoing, the Host Agency shall be responsible, subject to the cost-sharing arrangements described in Paragraph 5 hereof, for (a) compensation of the Office Staff and (b) benefits of the Office Staff, including, without limitation, health insurance, disability, retirement, life insurance and all other benefits to the same extent such benefits are offered to other employees of the Host Agency, subject to the provisions of Sections 322(h) and (i) of Dodd-Frank as applicable. The Office Staff will consist of the individuals and positions described on Exhibit 1, as the same may change from time to time. Any change to the Office Staff personnel shall be subject to the prior written approval of all Agencies. The Host Agency shall employ the administrative law judges of the Office Staff in accordance with the Rules of the Office of Administrative Law Judges as established by the Office of Personnel Management and the Administrative Procedure Act. Travel expenses of the Office Staff shall be paid in accordance with the Host Agency’s travel guidelines.
3. **Oversight Committee.** The Office shall continue to be subject to the general oversight of an inter-agency committee. The FDIC, OCC, Board and NCUA shall each have one representative on the committee. All decisions relating to the Office, other than those reserved to the Host Agency under this Agreement, shall be made by the prior approval of all of the committee members.
4. **Office Space.**
 - (a) Occupancy. The Office Staff may occupy Rooms D8111, D8116, D8116a, D8118 and D8080 in the Host Agency’s Virginia Square facility, as shown on Exhibit 2 (the “Office Staff Space”). During the term of this Agreement, the Host Agency shall have the right, in its discretion, to relocate the Office Staff Space to comparable space at either (i) the Virginia Square facility, at no cost to the Agencies, with Rent to be recalculated if the area of the new space differs from the area of the Office Staff Space, or (ii) another Host Agency leased or owned facility in the Washington, DC metropolitan area, at no cost to the Agencies, with Rent to be recalculated based on a pass-through of the costs

(including the cost of rent/ownership, taxes, operating expenses and other applicable costs and expenses) of the allocable portion of the space occupied by the Office to the space in such facility occupied by the Host Agency. Subject to availability, in the event the committee agrees to add to Office Staff Space, whether to accommodate new Office Staff personnel or otherwise, the Rent shall be increased by an amount determined by multiplying the square footage of any new space by the applicable rental rate in Exhibit 3. Conversely, in the event the Office Staff is reduced, either through the expiration of term positions or by the unanimous agreement of the committee eliminating any Office Staff positions, the Host Agency shall have the right to reduce the Office Staff Space, in its reasonable discretion, with a corresponding reduction in the Rent.

- (b) Equipment and Services. During the term of this Agreement, the Host Agency shall provide the Office Staff with use and maintenance of office equipment and office services, as shown on Exhibit 4 (collectively, the "Equipment and Services").
 - (c) Rent. The rent ("Rent") for the Office's occupancy of the Office Staff Space and for the associated Equipment and Services is set forth on Exhibit 3. Rent shall be deemed a Fixed Cost and paid in accordance with Paragraph 6 hereof.
5. **Cost Sharing**. The Agencies shall share the expenses of the on-going operation of the Office as provided in this Paragraph. Costs of the Office shall be characterized as Direct Costs, Fixed Costs and Variable Costs (collectively, the "Costs") and paid as follows:
- (a) Direct Costs. All Direct Costs attributable only to a particular Agency shall be billed to and paid by such Agency in accordance with Paragraph 6.
 - (b) Fixed Costs. Regardless of usage of the Office, commencing with the March 31, 2018 billing for the immediately preceding calendar quarter as described in Paragraph 6, each Agency shall be billed and shall pay twenty five percent (25%) of all Fixed Costs associated with the Office, in accordance with Paragraph 6. For reference purposes, the Fixed Costs of the Office, under the Amended Agreement, for the three Fiscal Years preceding the date of this Agreement, were as set forth in Exhibit 5.
 - (c) Variable Costs. A percentage of the Variable Costs for the Office shall be billed to each Agency, in accordance with Paragraph 6 below, based on such Agency's "historical" usage of the Office compared with the total usage of the Office by all Agencies over the preceding three (3) Fiscal years (each year weighted equally). The percentage of Variable Costs for each Agency over Fiscal years 2015-2017 is set forth on Exhibit 6, for purposes of billing for the quarter ending March 31, 2018. For each Fiscal year after the three years covered in Exhibit 6, for the purposes of calculating the new three (3) year rolling average, each Agency's percentage share of Variable Costs shall be

determined by its actual usage of the Office for such later Fiscal year. Usage for each Agency shall be calculated by reference to the percentage of total Variable Costs charged to each Agency for time spent on its respective administrative proceedings over the sum of the total Variable Costs charged to all Agencies on all administrative proceedings for that Fiscal year. The rolling three-year average referred to above (and set forth in Exhibit 6 for purposes of billing for the quarter ending March 31, 2018) shall be recalculated after the end of each Fiscal year.

6. **Billing.** The Host Agency will bill each Agency quarterly, in arrears, for their respective Costs, including their Direct Costs and their share of Fixed Costs and Variable Costs as calculated under this Agreement, for the preceding calendar quarter, with payments deducted by the Host Agency automatically through IPAC or made by wire transfer or ACH. The bill will include a detailed calculation of all amounts owed. The Host Agency will be responsible for all accounting.
7. **Availability of Office Staff for Loan to Other Governmental Agencies.** The Office Staff is available for loan to other governmental agencies to the extent that the Agencies are unable to make full use of the Office Staff's resources and time. The Host Agency will promptly collect from the requesting agency an amount to recover the costs associated with the work performed, as determined by the Host Agency, in its sole discretion. Each Agency shall share in the amount received from such other governmental agencies in the same percentage as Variable Costs are allocated and billed to each Agency under Paragraph 6 hereof. Such shared amount shall be reflected in the quarterly bills as an offset to Variable Costs.
8. **Term.** The term of this Agreement shall commence on the Effective Date and terminate on December 31, 2023, subject to any applicable intervening change in law. Space permitting, during the last six (6) months of the term, the Host Agency will negotiate with the other Agencies, in good faith, for an extension of the term. Any such extension or proposed extension may reflect an increase in Rent or other changes to this Agreement, as determined by the Host Agency in its sole discretion.
9. **Miscellaneous.** As of the Effective Date, (i) the Amended Agreement shall have expired and shall be of no further force or effect (except for any amounts then due and owing thereunder or any amounts pertaining to any time prior to the Effective Date but not due and owing on the Effective Date), and (ii) each Agency waives and forever relinquishes any claims and causes of action against each other Agency directly or indirectly related to or arising under the Amended Agreement (except for any amounts then due and owing thereunder or any amounts pertaining to any time prior to the Effective Date but not due and owing on the Effective Date).

[NO FURTHER TEXT ON THIS PAGE; SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

(b)(6)
FEDERAL DEPOSIT INSURANCE CORPORATION

By _____

Name: HENRY R.F. UGRIFFIN

Title: ASSISTANT GENERAL COUNSEL

Executed: DECEMBER 11, 2017

OFFICE OF THE COMPTROLLER OF THE CURRENCY

By _____

Name:

Title:

Executed: _____, 2017

NATIONAL CREDIT UNION ADMINISTRATION

By _____

Name:

Title:

Executed: _____, 2017

BOARD OF GOVERNORS OF THE FEDERAL RESERVE
SYSTEM

By _____

Name:

Title:

Executed: _____, 2017

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

FEDERAL DEPOSIT INSURANCE CORPORATION

By _____
Name: _____
Title: _____
Executed: _____, 2017

OFFICE OF THE COMPTROLLER OF THE CURRENCY

By **Andre D. Adams** Digitally signed by Andre D. Adams
Date: 2017.12.11 07:47:38 -05'00'
Name: _____
Title: _____
Executed: December 11, 2017

NATIONAL CREDIT UNION ADMINISTRATION

By _____
Name: _____
Title: _____
Executed: _____, 2017

BOARD OF GOVERNORS OF THE FEDERAL RESERVE
SYSTEM

By _____
Name: _____
Title: _____
Executed: _____, 2017

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

FEDERAL DEPOSIT INSURANCE CORPORATION

By _____
Name: _____
Title: _____
Executed: _____, 2017

OFFICE OF THE COMPTROLLER OF THE CURRENCY

By _____
Name: _____
Title: _____
Executed: _____, 2017

(b)(6) NATIONAL CREDIT UNION ADMINISTRATION

By _____
Name: _____
Title: *Director, Division of Procurement and Facilities Management*
Executed: *December 8*, 2017

BOARD OF GOVERNORS OF THE FEDERAL RESERVE
SYSTEM

By _____
Name: _____
Title: _____
Executed: _____, 2017

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

FEDERAL DEPOSIT INSURANCE CORPORATION

By _____

Name:

Title:

Executed: _____, 2017

OFFICE OF THE COMPTROLLER OF THE CURRENCY

By _____

Name:

Title:

Executed: _____, 2017

NATIONAL CREDIT UNION ADMINISTRATION

By _____

Name:

Title:

Executed: _____, 2017

BOARD OF GOVERNORS OF THE FEDERAL RESERVE
SYSTEM

By _____

Name:

Title: Chief Acquisition Officer

Executed: December 13, 2017

(b)(6)

EXHIBIT 1

OFFICE STAFF

Administrative Law Judges: C. Richard Miscrendino
Christopher B. McNeil

Senior Attorney: Michael P. Farrell

EXHIBIT 2
OFFICE SPACE

(b)(7)(E)

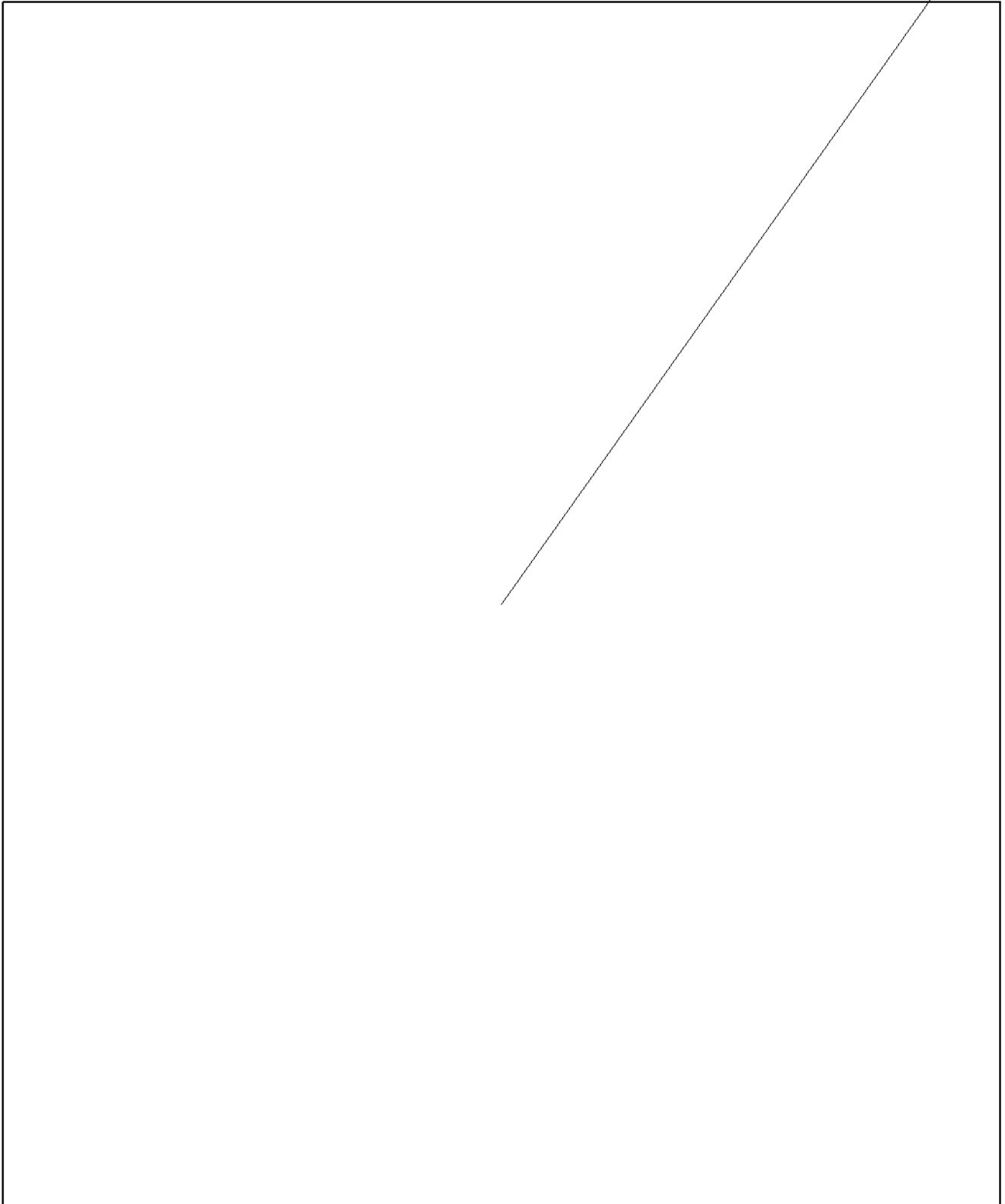


EXHIBIT 3
(Rent)

<u>Year</u>	<u>Calendar Quarter</u>	<u>Rent Rate per Annum</u>	<u>RSF*</u>	<u>Rent per Calendar Quarter</u>
				\$
2018	1 st 2 nd 3 rd 4 th	\$42.54	[964]	\$ 10,252.14
2019	1 st 2 nd 3 rd 4 th	\$43.60	964	\$10,507.60
2020	1 st 2 nd 3 rd 4 th	\$44.69	964	\$10,770.29
2021	1 st 2 nd 3 rd 4 th	\$45.81	964	\$11,040.21
2022	1 st 2 nd 3 rd 4 th	\$46.96	964	\$11,317.36
2023	1 st 2 nd 3 rd 4 th	\$48.13	964	\$11,599.33

* RSF reflects square footage amounts of the rooms within the Space plus a core factor of 7.5%

EXHIBIT 4

(Equipment and Services to be provided by FDIC for the Office)

- Lighting, heating and air conditioning
- Daily custodial service
- Office supplies (to the extent available to other FDIC personnel; no special orders)
- Standard office/cubicle furniture
- Telephones (one at each desk) and telephone service
- Computers (one at each desk); also includes:
 - network access
 - internet connectivity
 - email service
 - computer help desk support
- Copier/fax machine (may be shared with other FDIC employees)
- Scanner/printer (may be shared with other FDIC employees)

Air freight/courier, postage, mail operations.

EXHIBIT 5

**OFIA Billing to Agencies
Quarterly Total Fixed Costs**

	FY 2015	FY 2016	FY 2017
1st Quarter	\$10,473.43	\$41,894.37	\$61,560.83
2nd Quarter	\$44,821.44	\$70,464.43	\$101,964.72
3rd Quarter	\$29,180.44	\$51,681.43	\$40,867.94
4th Quarter	\$54,760.44	\$37,671.43	\$37,053.88
Totals	\$139,235.75	\$201,711.66	\$241,447.37

EXHIBIT 6

(2015-2017 Historical Average for each Agency)

OFIA FY 2015 THROUGH FY 2017 YEAR-TO-DATE HISTORICAL EXPENDITURE**LEVELS AND DISTRIBUTION BY MEMBER AGENCY**

(monetary values rounded to nearest whole dollar/percentages displayed to second decimal)

Table 1

Agency	FY 2015		FY 2016		FY 2017	
	Amount	Percent	Amount	Percent	Amount	Percent
FDIC	433,377.00	89.47%	641,264.00	84.78%	521,942.00	82.51%
FRB	11,236.00	2.32%	14,165.00	1.87%	54,070.00	8.55%
NCUA	-	0.00%	456.00	0.06%	-	0.00%
OCC	39,788.00	8.21%	100,465.00	13.28%	55,565.00	8.94%
TOTAL	484,401.00	100.00%	756,350.00	100.00%	631,577.00	100.00%